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**Contract Database Metadata Elements**

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Union: **International Union of Operating Engineers (IUOE), AFL-CIO**

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Original

BC/8960

**AGREEMENT**

Between

**VILLAGE OF DUNDEE**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION 832S, AFL-CIO**

2008

6/1/07 - 5/30/11

## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into on April 21, 2008, by and between Village of Dundee, hereinafter referred to as the "Employer" or "Village", and Local 832S International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the "Union".

### **PREAMBLE**

The Village and the Union declare it is their mutual policy to promote harmonious labor between the Village and its employees, to use collective negotiations pursuant to the New York State Public Employee's Fair Employment Act and that no Article or Section in this contract is to be construed to be in violation of New York State Civil Service Law. Both parties to this agreement furthermore affirm that public employment is to be regarded as a public trust and seek to employ personnel of the highest caliber in the Village of Dundee.

### **ARTICLE I - RECOGNITION**

#### **SECTION 1**

The Village of Dundee recognizes the Union as the sole and exclusive bargaining representative for all Public Works Maintenance Workers and Waste Water Treatment Plant Operators for the purpose of collective bargaining and processing of grievances for the maximum period defined herein.

#### **SECTION 2**

The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions or other forms of liability, which may arise against the Employer out of or by reason of the deductions provided for hereunder, the payment of the same to the Union, or any other action taken by the Employer, including any liability relating to previously signed cards which vary from the PAYROLL DEDUCTION AUTHORITY (MEMBERSHIP APPLICATION) form, or its substantial equivalent, previously agreed to between the Employer and the Union.

#### **SECTION 3**

The Village shall deduct from the wages of employees and remit to the Union, regular membership dues for those employees who sign authorizations permitting such payroll deductions.

Effective upon execution of the agreement, the Village shall deduct from the wages of each member of the bargaining unit who is not a member of the Union, an Agency Shop Fee equivalent to the regular dues levied by the Union in accordance with the provisions of Section 208 (3) (b) of the Civil Service Law and to remit such Agency Shop Fees in accordance with Section 3, paragraph 1 of this Article.

#### **SECTION 4**

The job of Public Works Maintenance Worker (as described in the job description on file with the Employer) will be filled by Public Works unit members except as such work may also be performed by the Supervisory and/or temporary, seasonal or other titles that may be employed from time to time.

The Village reserves the right to contract out work because of lack of skilled personnel or equipment, budgetary constraints or in the case of emergencies.

## **ARTICLE II - MANAGEMENT RIGHTS**

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to establish mental and physical standards and from time to time to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies (if involving terms and conditions of employment, only after consultation with the Union); to discipline, suspend and discharge employees for cause; to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to layoff and/or relieve employees from work; to contract out for services and goods; to use temporary and part-time employees as the Village deems appropriate; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; to determine whether work is to be performed by employees in the bargaining unit or outside the bargaining unit and which employees.

The exercise of the foregoing powers, rights authorities, duties and responsibilities by the Village and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New York and the Constitution and laws of the United States.

The Village may take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency declared by the Mayor or higher authority, such as the County Executive, Governor or President of the United States. Such actions may include, but not limited to, the cancellation of all leaves and the ability to change work schedules, provided that all provisions of this Agreement shall be promptly reinstated once civil emergency conditions ceases to exist.

## **ARTICLE III - HOURS OF WORK AND OVERTIME**

### **SECTION 1**

Eight (8) hours of work shall constitute a day's or night's work, and five (5) days or nights shall constitute a week's work, for all members of the Union with the exception of those assigned to the Waste Water Treatment Facility. Any time actually worked over eight (8) hours per day or forty (40) hours per week shall be considered overtime and is to be paid for a rate of time and one-half. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations of total hours that may be scheduled each day and week. The standard workday will be from 7:00 AM to 3:30 PM, Monday to Friday. For the purposes of computing overtime, paid vacation and holiday shall be considered as time worked with each day starting at 12:01am to 12:00 midnight, Monday through Sunday.

**SECTION 2**

- A.) Employees shall have a ten (10) minute rest period at a convenient point between starting time and lunchtime, as determined by the Supervisor.
- B.) Employees shall have a thirty (30) minute unpaid lunch period.
- C.) Employees shall have a ten (10) minute rest period at convenient point between lunch and the regular end of shift.
- D.) Employees shall have a 10-minute break for each 4 hours of consecutive overtime worked.

**SECTION 3**

- A.) The Village shall make a reasonable attempt to distribute overtime fairly among the unit members, taking into consideration employee availability, training and qualifications, the needs of the village and seniority.
- B.) Overtime assigned will be posted.
- C.) If all available employees refuse overtime, the Supervisor shall designate an employee to work overtime.
- D.) Probationary employees shall not work overtime during their first ninety (90) days of employment, unless all other eligible employees refuse or in emergency situations.

**ARTICLE IV - PROBATIONARY EMPLOYEES**

Newly hired employees shall be probationary employees for a period of time determined by the employer, and in conformance with Civil Service Law. During such period, probationary workers shall work under the provisions of this Agreement (unless otherwise specifically excluded) but may be discharged at will by the Employer.

**ARTICLE V - SENIORITY****SECTION 1**

The term regular employee as used in this Agreement shall be defined as any employee who has completed his/her probationary period as defined in ARTICLE IV.

**SECTION 2**

Employees do not have any seniority rights until after the employee has worked for the Employer for thirty (30) workdays. When more than one (1) employee is hired and attains regular status the same day, they shall be added to the seniority list on the basis of education, skills and ability, etc.

**SECTION 3**

The Employer shall furnish the Union with a seniority list of all unit members, and a copy shall be posted on the bulletin board.

**SECTION 4**

Seniority shall govern in all questions of shift assignment and vacation preference, provided the employee is capable of performing the work.

**SECTION 5**

An employee shall forfeit all seniority rights in the event he/she: resigns, is discharged, is absent for three (3) consecutive working days without a justifiable reason or without the permission of the Employer, refuses or does not respond to a notice of recall from layoff, or is laid off for more than twelve (12) consecutive months.

**ARTICLE VI - WAGES**

A. Members of the bargaining unit shall be paid wages at the rate according to the following table:

Effective June 1, 2007 (3.0% increase)

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
10.59	11.14	11.7	12.26	12.81	13.38	13.94

Effective June 1, 2008 (3.5% increase)

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
10.96	11.53	12.11	12.69	13.26	13.85	14.42

Effective June 1, 2009 (3.5 % increase)

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
11.34	11.94	12.53	13.13	13.73	14.33	14.93

Effective June 1, 2010 (3.5% increase)

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
11.74	12.36	12.97	13.59	14.21	14.83	15.45

Members not at the top step shall move to the next higher step annually, on the member's anniversary date, until they have reached the top step.

B. Members who possess valid licenses to operate either the Waste Water Treatment Plant or the Water Treatment Plant, as required by the Village for their position, shall be paid a License Adjustment of \$.50 per hour for each hour worked.

**ARTICLE VII - DISCIPLINE**

Discipline and discipline procedures shall be in accordance with Civil Service Law, Section 75 and 76.

When an employee is ordered to leave his or her work for disciplinary action the Village shall notify his or her steward and, if such event occurs during the steward's workday, he or she will be afforded the opportunity to consult briefly with the employee.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **SECTION 1**

A grievance is defined as a violation of an express term of this Agreement.

Step 1: An employee shall file a grievance in writing with his immediate supervisor within 10 workdays of the event or omission, giving rise to the grievance. The grievance shall contain a plain statement of the grievance and the Article and /or section(s) alleged to have been violated. In the event a meeting is held with the Supervisor to discuss the grievance, the employee shall be permitted to have the Steward present. The Supervisor shall respond to the grievance in writing within 10 workdays of receipt of the grievance. If the grievance is not presented as set forth in this step, it shall be deemed waived.

Step 2: If the grievance is not settled at Step 1, it may be presented in writing to the Village Supervisor within five (5) workdays after the Supervisor's response is given or due. The Village Supervisor shall respond to the grievance within ten (10) working days of receipt. If the grievance is not presented as set forth in this step, it shall be deemed waived.

Step 3: If the grievance is not settled at Step 2, the Union may, within ten (10) working days of when the Village Supervisor's response was given or due, request arbitration. A copy shall be sent to the Village Supervisor. If the grievance is not advanced as set forth in this step it shall be considered waived.

### **SECTION 2**

If a grievance is advanced to arbitration, in accordance with Section 1 of this Article, the parties shall either agree to an arbitrator within seven (7) days of receipt of the request for arbitration, or shall use the procedure of the Public Employment Relations Board (PERB) to select an arbitrator.

The arbitrator functioning under this procedure shall have no power to amend, modify, nullify, ignore, add to, subtract from or delete any provisions of this Agreement and shall confine his decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority or power to determine any other issues not so submitted. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or appellate decisional law or New York State Public Policy.

Expenses of the Arbitrator's services and the proceeding shall be borne equally by the Village and the Union. However, each party shall be responsible for bearing the costs of preparing and presenting its own case, including, but not limited to compensating its own witnesses. If either party desires a transcript of the proceeding, it may cause the transcript to be made, provided it pays for the transcript and makes copies available without charge to the arbitrator and to the other party.

## ARTICLE IX - BENEFITS

### SECTION 1 - HOLIDAYS

Employees in the Bargaining unit shall receive eight (8) hours at the straight time rate for each of the following holidays:

New Years Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The day following Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the Holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

When any of the Holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the Holiday.

Unit members who are absent due to unscheduled sick leave or any unscheduled personal leave the day before or the day after a holiday shall not receive holiday pay for that day. "Unscheduled" shall mean a request for a sick or personal day not made in advance of the day requested.

### SECTION 2 - VACATION

- A. Vacation shall be granted for each full year of service as follows:
  - 1 After one year: one week of vacation
  - 2 After three years: two weeks of vacation
  - 3 After 10 years: three weeks of vacation
  - 4 After 15 years: four weeks of vacation
  - 5 After 20 years: five weeks of vacation
- B. Employees receive vacation time on their anniversary date.
- C. All Employees shall be allowed to carry over one week of vacation time to the succeeding anniversary date.
- D. Advance Notice: An employee who desires to take vacation time shall request fourteen (14) days in advance of the first day of the vacation, of a week or more, and seventy-two (72) hours in advance of a vacation of less than a week. Vacation requests are subject to Department Head Approval
- E. Any extended vacation longer than three successive weeks must receive prior Village Board approval.
- F. Vacation time may be taken in whole day increments, at a minimum. Vacation time shall be taken so as to not disrupt the normal operations of village governmental responsibilities.

### SECTION 3 - SICK LEAVE

- A. Each member shall be granted sick leave at the rate of one day per month for each full calendar month worked.
- B. Sick days may be accrued to a maximum of 165 days.
- C. At the time of the employee's retirement, unused accumulated sick leave up to 120 days shall be credited to the employee based on the average hourly pay for the last six months prior to the date of retirement. The full value of this unused sick leave is to be used solely to pay the premium of continued medical insurance plan. The member may elect either to apply the unused sick leave to service credit for retirement, or, for the use toward post-employment health insurance.
- D. Unit members absent due to illness for more than three (3) consecutive days must present to their supervisor, upon their return to work, a statement from a medical professional



which includes a statement of the dates of illness, a statement that the employee is fit for duty, and signature of the medical professional. A member who reports for duty without said statement shall be put on unpaid status until such statement is presented.

- E. Sick leave can be taken in whole or half day increments. In the event of a medical appointment that must be scheduled during the employees work day, sick leave may be used in 1 hour increments, with valid proof of medical visit.

#### **SECTION 4 – PERSONAL LEAVE**

Members shall receive each year, on the first of June, 24 hours of personal time for use during the fiscal year.

#### **SECTION 5 – BEREAVEMENT LEAVE**

In the event of death in the family of the member (defined as: spouse, child, mother, father, grandmother, grandfather, sibling, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, or sibling-in-law) the member will be allowed up to three (3) consecutive work days leave of absence, from the date of death, with pay, to make household arrangements, arrangement for the funeral or to attend the funeral services. Notice of death shall be furnished to the Employer by the member upon request.

In the event of death in the family of the member (defined as: aunt or uncle) the member will be allowed one (1) day leave of absence, from the date of death, with pay, to attend the funeral services. Notice of death shall be furnished to the Employer by the member upon request.

#### **SECTION 6 – JURY DUTY LEAVE**

Employees called to serve as jurors shall receive their regular rate of pay for all hours of actual jury service plus reasonable travel time.

#### **SECTION 7 - HEALTH INSURANCE**

A. Effective upon execution of this agreement,

1. For members hired before June 1, 2003, the Village shall pay 95% of base plan; Blue Healthy Choice, Option A, and the employee shall pay the remainder through payroll deduction.

2. For employees hired on or after June 1, 2003, the Village will offer the Blue EPO Balance Option 5 plan. The Village will pay 90 % of the premium and the employee shall pay the remainder through payroll deduction.

B. For each Unit member the Village shall establish an account for the reimbursement of co-pay and deductible expenses. The account shall be \$600 per year, with no carry over of funds from year to year. Employee shall present receipts and voucher for payment approval.

C. "No Coverage Option", if a member chooses not to be covered by the group health insurance offered by the Village, he/she may choose the "No Coverage Option" during the annual open enrollment period. The Village will give a monetary benefit equal to 1/3 of the Blue Choice EPO 5 Single Plan. The Member must be covered by other group insurance plan to receive this benefit. By choosing the "No Coverage Option" the member will not be covered under the Village's group health insurance plan and will not be eligible for the reimbursement account, contained in B. above.

#### **SECTION 8 - PENSION**

The Village shall provide the New York State retirement plan known as Section 75-I of the New York State and Local Employee's Retirement System.

The plan is regulated solely by the New York State Retirement System. The Village has no authority or control over specific retirement provisions or changes to the plan. All full time employees are required to join the plan.

#### **SECTION 9 - CLOTHING ALLOWANCE**

Members of the Bargaining Unit shall receive an annual clothing allowance of \$250, paid in the first pay period in December.

#### **SECTION 10 - LOCKERS**

The Village shall supply locker space for personal equipment. The Village retains the right to inspect the contents of the lockers, at its discretion.

#### **SECTION 11 - OTHER INSURANCE**

The Village will provide New York State Disability Benefits Law Coverage and Workers Compensation Insurance for all Unit members.

#### **ARTICLE X - SAVING CLAUSE**

If any Article or Section of this Agreement shall be held invalid unlawful or unenforceable by any court of competent jurisdiction, the balance of this Agreement shall continue in effect.

#### **ARTICLE XI - GENERAL PROVISIONS**

##### **SECTION 1 - UNION ACTIVITY**

The steward, selected by the bargaining unit, shall be allowed time off with pay to attend collective bargaining meetings with the Employer and to attend grievance meetings with the Employer, when such meetings occur during his regular work schedule. In no case shall the Steward be eligible for any overtime for meetings under this Section.

##### **SECTION 2 - COMPLETE AGREEMENT**

This Agreement supersedes all prior practices and agreement, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement including the impact or effects of the Village's exercise of its rights as set forth herein on salaries, benefits and terms and conditions of employment.

### SECTION 3 - NO STRIKE PLEDGE

Pursuant to Section 207 (3)(b) of Article 14 of the New York State Civil Service Law, the Union affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or impose an obligation to conduct, assist or participate in such a strike.

### SECTION 4 - TAYLOR LAW REQUIREMENT

IN ACCORDANCE WITH THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT, SECTION 204-A, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


### ARTICLE XII - DRUG TESTING

The Employees shall be covered by the Drug Testing Policy adopted by the Village Board on March 11, 2008. Modifications of the testing procedures shall be made only after consultation with the Union.

### ARTICLE XIII - TERM OF AGREEMENT

This Agreement shall take effect when both the bargaining unit ratifies it and the Village Board approves it. It shall remain in effect until May 30, 2011. It shall continue in effect from year to year thereafter unless either party shall give written notice by registered or certified mail ninety (90) days prior to the expiration date of its desire to amend the Agreement.

FOR: THE VILLAGE OF DUNDEE

  
Craig Prior, Mayor

Date: 5/12/08

FOR: THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 832S,  
AFL-CIO

  
James Glathar

Date: 5-8-08